

1 BILL NO. S-89-05- 02

2 SPECIAL ORDINANCE NO. S- 77-89.

3 AN ORDINANCE approving the awarding of  
4 Reference #1378 by the City of Fort  
5 Wayne, Indiana, by and through its  
6 Department of Purchasing and PRIMCO,  
7 INC. for the Parks and Recreation  
8 Department.


9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA;

11 SECTION 1. That Reference #1378 between the City of  
12 Fort Wayne, by and through its Department of Purchasing and  
13 Primco, Inc. for the Parks and Recreation Department,  
14 respectfully for:


15 the award for St. Mary's Rivergreenway  
16 Project (construction of asphalt  
17 rivergreenway trail and boardwalks in  
18 Foster Park to Vesey Avenue and from  
19 Swinney Park to Taylor Street to  
20 complete Phase I linking Foster and  
21 Swinney Parks (for the Park Department);

22 involving a total cost of Three Hundred Three Thousand Two  
23 Hundred Fifty-Four and no/100 Dollars (\$303,254.00), all as  
24 more particularly set forth in said Reference #1378 which is  
25 on file in the Office of the Department of Purchasing, and  
26 is by reference incorporated herein, made a part hereof, and  
27 is hereby in all things ratified, confirmed and approved.

28 SECTION 2. That this Ordinance shall be in full force  
29 and effect from and after its passage and any and all  
30 necessary approval by the Mayor.

31   
Councilmember,

32 APPROVED AS TO FORM  
AND LEGALITY

33   
J. Timothy McCaulay, City Attorney



Reference # 1378

Department PARK

Date 4-28-89

PURCHASING INFORMATION

Advertised Bid yes Opening Date 4-20-89  
Dates Advertised 3-27-89 & 4-3-89

Written Quote no Due Date n/a

Verbal Quote no

Number of Vendors Notified 10

Number of Vendors Requesting Bid Information 9

Number of Vendors Responding 2

Number of Vendors Disqualified 0

Number of Vendors not Responding 8

Date Sent to Department for Recommendation 4-28-89

Date Recommendation is Received in Purchasing 5-3-89

Information Sent to Law Department 5-3-89

Introduction Date 5-9-89

Discussion Date 5-16-89

Passage Date 5-23-89

Ordinance #

Amount Approved and/or Spent Last Year, if Applicable



DESCRIPTION	QTY	UNIT	PRIMCO INC		FLEMING EXCAVATING	
BASE BID A						
COMMON EXC	1	LS	\$18,308.00	\$18,308.00	\$15,500.00	\$15,500.00
CLEARING	1	LS	\$10,050.80	\$10,050.80	\$2,850.00	\$2,850.00
8'-ASP. PATH	4000	LFT	\$8.50	\$34,000.00	\$11.35	\$45,400.00
8'-BOARD.	50	LFT	\$166.20	\$8,310.00	\$184.00	\$9,200.00
25" TREE REM	1	EA	\$300.00	\$300.00	\$525.00	\$525.00
36" TREE REM	1	EA	\$1.00	\$1.00	\$575.00	\$575.00
WOOD HANDR.	45	LFT	\$8.25	\$371.25	\$9.90	\$445.50
CONC. SIDE.	85	SYS	\$52.70	\$4,479.50	\$25.00	\$2,125.00
SPLIT FENCE	80	LFT	\$5.25	\$420.00	\$6.30	\$504.00
CS PIPE 18"	34	LFT	\$18.50	\$629.00	\$37.25	\$1,266.50
PIPE END	2	EA	\$227.00	\$454.00	\$130.00	\$260.00
CASTING	1	EA	\$200.00	\$200.00	\$300.00	\$300.00
TYPE I SIGN	5	EA	\$1,500.00	\$7,500.00	\$850.00	\$4,250.00
TYPE II SIGN	3	EA	\$900.00	\$2,700.00	\$760.00	\$2,280.00
12X12 PLAQUES	28	EA	\$50.00	\$1,400.00	\$30.00	\$840.00
12X18 PLAQUES	3	EA	\$80.00	\$240.00	\$70.00	\$210.00
MULCHED SEED	5600	SYS	\$0.41	\$2,296.00	\$0.80	\$4,480.00
TOPSOIL	250	TON	\$5.10	\$1,275.00	\$20.00	\$5,000.00
PROJECT SIGN	1	EA	\$980.00	\$980.00	\$350.00	\$350.00
TIMBER WALL	90	SFT	\$7.00	\$630.00	\$10.00	\$900.00
TOTAL A				\$94,544.55	\$97,261.00	
BASE BID B						
COMMON EXC	1	LS	\$12,400.00	\$12,400.00	\$12,000.00	\$12,000.00
CLEARING	1	LS	\$15,250.00	\$15,250.00	\$11,650.00	\$11,650.00
8'-ASP. PATH	2020	LFT	\$8.80	\$17,776.00	\$12.00	\$24,240.00
8'-BOARD.	145	LFT	\$166.20	\$24,099.00	\$136.00	\$19,720.00
UNDERPASS	1	LS	\$189,793.07	\$189,793.07	\$225,190.00	\$225,190.00
CONC.RET.WALL	1	LS	\$10,676.20	\$10,676.20	\$26,430.00	\$26,430.00
TIMBER WALL	135	SFT	\$7.00	\$945.00	\$10.00	\$1,350.00
GALV HANDRAIL	90	LFT	\$64.03	\$5,762.70	\$70.00	\$6,300.00
CONCR SIDE.	14	SYS	\$52.70	\$737.80	\$30.00	\$420.00
6" RIPRAP	100	SYS	\$31.20	\$3,120.00	\$15.00	\$1,500.00
12" RIPRAP	75	SYS	\$33.20	\$2,490.00	\$20.00	\$1,500.00
TYPE I SIGN	3	EA	\$1,500.00	\$4,500.00	\$850.00	\$2,550.00
TYPE II SIGN	2	EA	\$900.00	\$1,800.00	\$760.00	\$1,520.00
12X12 PLAQUES	30	EA	\$50.00	\$1,500.00	\$30.00	\$900.00
12X18 PLAQUES	2	EA	\$80.00	\$160.00	\$70.00	\$140.00
MULCHED SEED	2400	SYS	\$0.41	\$984.00	\$0.80	\$1,920.00
TOPSOIL	150	TON	\$5.10	\$765.00	\$20.00	\$3,000.00
PROJECT SIGN	1	EA	\$980.00	\$980.00	\$350.00	\$350.00
SPLIT FENCE	30	LFT	\$5.25	\$157.50	\$6.30	\$189.00
TOTAL B				\$293,896.27	\$340,869.00	
TOTAL A & B				\$388,440.82	\$438,130.00	



INVITATION TO BID  
DEPARTMENT OF PURCHASING  
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA  
ONE MAIN STREET - ROOM 350  
219-427-1101

BID OPENING DATE: April 20, 1989 BID REFERENCE # 1378

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A. M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR St. Marv's Rivergreenway project  
(Phase I)

AND REQUESTED BY City of Fort Wayne Parks and Recreation Department

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED ON THE THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A XX 5% BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A XX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: -0- %  
IF PAID WITHIN N/A DAYS. \* *Covered by special provision*

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255-0013. PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Primco Inc  
P.O. Box 9782  
STREET ADDRESS 7107 Smith Rd.  
CITY  Ft. Wayne In  
BY *[Signature]* PHONE 478-1548  
REPRESENTATIVE SIGNATURE  
Dennis Fredrick - pres



## CONTRACTORS BID FOR PUBLIC WORKS

SBA/2

## PART I

(To be completed for all bids)  
(Please type or print)

Date: APRIL 20 1989

1. Governmental Unit: ET. WAYNE PARKS AND RECREATION DEPARTMENT

2. County: ALLEN COUNTY

3. Bidder (Firm): PRIMCO INC

Address: PO BOX 9782 7107 SMITH RD

City/State: ET WAYNE IN 46899

4. Telephone Number: (219) 478-1548

5. Agent of Bidder (If applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of ET WAYNE PARKS AND REC DEPT. (Governmental Unit) in accordance with plans and specifications of said unit for the sum of \_\_\_\_\_ \$ \_\_\_\_\_. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

#### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States, I.C. 5-16-0-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

#### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at PRIMCO, INC this 20 day of APRIL 1989

PRIMCO INC.

(Name of Organization)

By Scott Fredrick

OFFICE MANAGER  
SCOTT FREDRICK OFFICE MANAGER

(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

SCOTT FREDRICK being duly sworn, deposes and says that he is  
OFFICE MANAGER of the above PRIMCO INC and that the  
(Title) (Name of Organization)  
statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 20 day of APRIL 1989

Gerald H. Kinick  
Notary Public

My Commission Expires: APRIL 21, 1990



## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: CITY OF FORT WAYNE PARKS AND RECREATION DEPARTMENT  
Bidder (Firm): PRIMCO, INC.  
Date: APRIL 20, 1989

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

Contract Amount	Class of Work	When Completed	Name and Address of Owner
21,100.00	SITE IMPROVEMENT	1978	INDIANA DEPT. OF ADMINISTRATION
135,733.00	Building-Site	1979	" "
301,431.36	Building Const. SITE IMPROVEMENTS	1981	" "
1,720,000.00	Bridge Const.	1988	INDIANA DEPARTMENT OF HIGHWAYS

2. What public works projects has your organization now in process of construction?

Contract Amount	Class of Work	When to be Completed	Name and Address of Owner
606,000.00	BRIDGE CONST	SUMMER 1989	ALLEN COUNTY HIGHWAY DEPT.
215,000.00	BRIDGE CONST	SPRING 1989	ALLEN COUNTY HIGHWAY DEPT.
3926,415.49	" "	SUMMER 1989	INDIANA DEPT. OF HIGHWAYS
556,000.00	" "	SUMMER 1989	INDIANA DEPT OF HIGHWAYS

3. Have you ever failed to complete any work awarded to you? NO If so, where and why?

4. List references from private firms for which you have performed work.

<u>GRAVES TRUCKING, INC.</u>	<u>HIPSKIND ASPHALT CORP.</u>
<u>7020 ARDMORE AVE</u>	<u>6525 ARDMORE AVE</u>
<u>FT. WAYNE IN 46809</u>	<u>FT. WAYNE IN 46809</u>
<u>(219) 747-6121</u>	<u>(219) 747-7471</u>
<u>MR. CHARLES GRAVES</u>	



## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work.
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project?
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

## SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at PRIMCO INC this 20 day of APRIL 19 89

PRIMCO INC

(Name of Organization)

By

SCOTT FREDRICK  
OFFICE MANAGER

(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

SCOTT FREDRICK being duly sworn, deposes and says that he is  
OFFICE MANAGER of the above PRIMCO INC and that the  
(Title) (Name of Organization)  
answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 20 day of APRIL 19 89

Gerald W. Kineck

Notary Public

My Commission Expires: APRIL 21, 1990  
County of Residence: ALLEN



Rrc 10 Apr 89

## ATTACHMENT NO. 3

## BID

ST. MARY'S RIVERGREENWAY PROJECT  
CITY OF FORT WAYNE, INDIANA

TO: City of Fort Wayne  
Board of Park Commissioners  
705 East State Blvd.  
Fort Wayne, IN 46805

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for thirty (30) calendar days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Documents within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting his Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Contract Documents, Advertisement or Invitation to Bid and the Instructions to Bidders, and BIDDER has examined copies of (receipt of all which are hereby acknowledged) Addenda Nos. 1 and 2.
  - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
  - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to reply.
  - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in c. above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, data are or will be required by BIDDER for such purposes.
  - e. BIDDER has reviewed and checked all information and data shown or



indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, test, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought collusion to obtain for itself any advantage over any other Bidder or over OWNER.

- 4. BIDDER will complete the Work for the following prices: (Where lump sum figures are used, the Contractor shall furnish to the Engineer upon request a detailed breakdown of said lump sum cost. Where unit and unit price figures are used as part of the Bid, they will be used in computing the Contractor's payments. Quantities are not guaranteed. Final payment will be based upon the actual quantities placed in the Work.)

BASE BID

DIVISION A - FOSTER PARK AREA & BLUFFTON ROAD BRIDGE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	Common Excavation	1 LS	18,308.00	18,308.00
2.	Clearing	1 LS	10,050.80	10,050.80
3.	8-Foot Asphalt Pathway	4,000 LFT	8.50	34,000.00
4.	8-Foot Boardwalk	50 LFT	166.20	8,310.00
5.	Tree Removal, 25-Inch	1 EA	300.00	300.00
6.	Tree Removal, 36-Inch	1 EA	1.00	1.00
7.	Wooden Handrail	45 LFT	8.25	371.25
8.	Concrete Sidewalk	85 SYS	52.70	4,479.50
9.	Split-Rail Fence (3-Rail)	80 LFT	5.25	420.00
10.	C.S. Pipe, 18-Inch Dia.	34 LFT	18.50	629.00
11.	Pipe End Section, 18-Inch	2 EA	227.00	454.00
12.	Casting, Adjusted to Grade	1 EA	200.00	200.00
13.	Type "I" Sign	5 EA	1500.00	7500.00
14.	Type "II" Sign	3 EA	900.00	2700.00
15.	12" x 12" Graphic Sign Plaques	28 EA	50.00	1,400.00
16.	12" x 18" Graphic Sign Plaques	3 EA	80.00	240.00



ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
17.	Mulched Seeding	5,600 SYS	.41	2,296.00
18.	Topsoil	150 TON	5.10	765.00
19.	Project Sign	1 EA	980.00	980.00
20.	Timber Retaining Wall	90 SFT	7.00	630.00
TOTAL DIVISION A BASE BID				\$ 94,544.55

## DIVISION B - SWINNEY PARK TO TAYLOR STREET BRIDGE

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1.	Common Excavation	1 LS	12,400.00	12,400.00
2.	Clearing	1 LS	15,250.00	15,250.00
3.	8-Foot Asphalt Pathway	2,020 LFT	8.80	17,776.00
4.	8-Foot Boardwalk	145 LFT	166.20	24,099.00
5.	Underpass, Boardwalk Structure	1 LS	189,793.07	189,793.07
6.	Concrete Retaining Wall	1 LS	10,676.20	10,676.20
7.	Timber Retaining Wall	135 SFT	7.00	945.00
8.	Galvanized Steel Handrail	90 LFT	64.03	5,762.70
9.	Concrete Sidewalk	14 SYS	52.70	737.80
10.	6-Inch Hand-Laid Riprap	100 SYS	31.20	3,120.00
11.	12-Inch Hand-Laid Riprap	75 SYS	33.20	2,490.00
12.	Type "I" Sign	3 EA	1,500.00	4,500.00
13.	Type "II" Sign	2 EA	900.00	1,800.00
14.	12" x 12" Graphic Sign Plaques	30 EA	50.00	1,500.00
15.	12" x 18" Graphic Sign Plaques	2 EA	80.00	160.00
16.	Mulched Seeding	2,400 SYS	.41	984.00
17.	Topsoil	150 TON	5.10	765.00
18.	Project Sign	1 EA	980.00	980.00
19.	Split-Rail Fence (3-Rail)	30 LFT	5.25	157.50
TOTAL DIVISION B BASE BID				\$ 293,896.27

5. BIDDER agrees that the Work will be substantially complete within the following consecutive calendar days after the date when the Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions:

DIVISION	SUBSTANTIAL COMPLETION	COMPLETION
A	105 Days	135 Days
B	150 Days	180 Days

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this Bid:
- Bid Security in the form of a bidder's bond or cashier's check in amount of not less than five percent of the total bid price.
  - Form 96, Contractor's Bid for Public Works.
  - Non-Collusion Affidavit on Form 96 must be signed.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the



meanings assigned to them in the General Conditions.

8. Submitted on APRIL 20, 1989, 1989.

BY: Contractor PRIMCO, INC.  
(Corporation) ☒ (Partnership) ☐ (Individual) ☐

(SEAL)

BY

JAMES L. SIMS  
JAMES L. SIMS SECRETARY  
(Name & Title of Person Authorized to sign)

Business Address:

PO BOX 9782; 7107 SMITH RD  
FT. WAYNE IN 46809

Phone Number:

Area Code (219) 478 - 1548

License Number (if applicable) \_\_\_\_\_



SECTION II PLAN AND EQUIPMENT QUESTIONAIRRE

1. Explain your plan or layout for performing proposed work.

Primco, Inc. will perform proposed work according to plans and specifications stated in the itemized proposal for this project. Primco, Inc. will abide by all contractual obligations set forth in the contract.

2. If you intend to sublet any portion of the work, state the name and address of the subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.

We will use the following subcontractors to the following portions of work, if applicable. Primco, Inc. has done business with all of these fiems in the past and is assured that each potential subcontractor has necessary equipment to complete subcontract. We will not require bonds of any subcontractors.

Asphalt-

Brooks Asphalt and Construction Co. Inc.  
P.O. Box 8097, Fort Wayne, In.

Wayne Asphalt and Constructuion Co.  
6600 Ardmore Ave. Fort Wayne, IN

Rieth-Riley Construction Co. Inc.  
4131 Limestone Dr. Fort Wayne IN

Traffic Control

Three Rivers Barricade and Equipment Co.  
3330 Taylor St. Fort Wayne IN

Guardrail

Guardrail Inc.  
P.O. Box 9303; Fort Wayne IN

Borrow, Excavating, Seed

Fox Contractors Corporation  
5430 Ferguson Rd. Fort Wayne IN

Slussers Green Thumb  
Logansport IN



Hauling

Statewide Trucking Inc.  
7432 Lower Huntington Ft. Wayne IN

Bunsold Trucking Inc.  
3416 L. Huntington Ft. Wayne IN

Graves Trucking Inc.  
7020 Ardmore Avenue, Fort Wayne IN

Placing Reinforcing Steel

Archies Construction Co. Inc.  
Peru IN

3. What equipment do you intend to use for the proposed project?

Primco, Inc. maintains the equipment listed on the following equipment listing. Primco will use the equipment necessary to complete proposed contract.  
(See next page)

4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?

It is a policy of Primco, Inc. to receive all quotes on materials and subcontractors before bidding said work. After proposal is submitted, other material offers are rejected.



# PRIMCO, INC.

7107 SMITH ROAD, P.O. BOX 9782 • FT. WAYNE, INDIANA 46899-0782

(219) 478-1548

Primco, Inc.  
P.O. Box 9782  
Fort Wayne, IN 46899

March 31, 1989

## CONTRACTORS FINANCIAL STATEMENT

Current conditions meet or exceed statement.

### ASSETS

Cash	\$ 342,522.50
Notes Receivable	0.00
Accounts Receivable (see note A)	272,625.34
Equipment, net of Depreciation	445,860.00
Interest accrued on Loans, Securities	0.00
Long Term Investment	105,000.00
Other Assets	0.00
<b>TOTAL ASSETS</b>	<b>\$1,166,007.84</b>

### LIABILITIES AND STOCKHOLDERS EQUITY

Accounts Payable (see note B)	\$ 94,606.49
Notes Payable	0.00
Other Liabilities	0.00
<b>Total Liabilities</b>	<b>\$ 94,606.49</b>
 Stockholders Equity	
Common Stock, no par	250,000.00
Retained Earnings	821,401.35
<b>TOTAL LIABILITIES &amp; STOCKHOLDERS EQUITY</b>	<b>\$1,166,007.84</b>



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# PRIMCO, INC.

7107 SMITH ROAD, P.O. BOX 9782 • FT. WAYNE, INDIANA 46899-0782

(219) 478-1548

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NOTE A- ACCOUNTS RECEIVABLE DETAIL  
Indiana Department of Highways \$272,625.34

NOTE B- ACCOUNTS PAYABLE DETAIL  
Prestress Services \$ 19,095.08  
Erie-Haven, Inc. 12,780.36  
Ersco Corp. 11,283.20  
Various Vendors under \$5,000.00 51,447.25

RESPECTFULLY SUBMITTED  
PRIMCO, INC.



SCOTT FREDRICK  
OFFICE MANAGER



PRIMCO INC  
EQUIPMENT LIST  
1989

1 Crane Grove RT 62S	1 Pile Hammer MKT DE 33/30/20B
1 Crane Grove TMS 375	1 Pile Hammer MKT DE 30/20B
1 Crane American 4250 GMC	6 Welders/Generators Miller
1 Crane American 4250 / Cumm	1 Vibrating Compactor Hyster
	1 Sheepsfoot Roller
1 Crane American 595	1 Pick Up 1988 Ford
1 Crane American 599	1 4WD Pick Up 1988 Chevy
1 Crane Link Belt 118	1 Buick Park Avenue 1987
2 Loader/Backhoe JD 310 A	6 Pick Up Trucks Chevy
1 Loader/Backhoe JD 310 B	1 Trash Pump 6" Gorman Rump/Ford
	1 Trash Pump 3" Gorman/Rump/Lister
	1 Trash Pump 3" Gorman/Rump/ Wisc
1 Loader/Backhoe JD 310 C	1 Sheeting Extractor H&M Vibro H-75A
1 Loader/Backhoe Case 580 E	1 Galion Grader 503A
2 Dozer JD 450 D	1 Fork Truck Hyster 15000#
1 Dozer JD 450 E	1 Fork Truck Hyster 8000#
1 Dozer JD 450 G	1 Fork Truck Baker 6000#
1 Excavator JD 690 B	1 Concrete Breaker Arrow
1 Excavator JD 690 C	1 Concrete Mobile
1 Excavator JD 690 D	1 Metal Form System
1 Crawler/Loader Case 850	4 Clamshell Bucket Erie HD-1
1 Concrete Finisher Gomaco	5 Mobile Office
1 Cement Tanker Fruehauf	4 Storage Trailers
1 Latex Tanker Fruehauf	1 Tag Trailer Dakota
1 Air Compressor IR-160	1 LowBoy Trailer Talbert 10'
1 Air Compressor Sullair 185	1 Low Boy Trailer Ottawa 8'
1 Air Compressor Sullair 750	1 Flat Bed 1973 Ford 9000 w/ Crane National
2 Air Hammers American 1300	1 Truck Tractor 1973 Ford 9000
2 Air Hammers Guist 125	1 Truck Tractor, International
1 Mobile Radio System	1 Flat Bed Dump Ford 800 #
Misc. Trucks & Trailers	1 Flat Bed Dump GMC
Misc. Equipment	3 Flat Bed Trailers





# CHUBB GROUP of Insurance Companies

15 Mountain View Road, P.O. Box 1615, Warren, NJ 07061-1615

## FEDERAL INSURANCE COMPANY

### BID BOND

Bond No.

Amount \$

### Know All Men By These Presents,

That we, PRIMCO, INC.

(hereinafter called the Principal),  
as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a corporation duly organized under  
the laws of the State of New Jersey, (hereinafter called the Surety), as Surety, are held and firmly bound unto

City of Fort Wayne,  
Board of Park Commissioners

(hereinafter called the Obligee),

in the sum of Five Per Cent (5%) of Maximum Bid ----- Dollars  
(\$-----), for the payment of which we, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of April  
A. D. nineteen hundred and 89

WHEREAS, the Principal has submitted a bid, dated April 20, 1989, 19  
for

River Greenway Improvements

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRIMCO, INC.

Principal

By:

*Scott Fredrick*  
SCOTT FREDRICK  
OFFICE MANAGER  
FEDERAL INSURANCE COMPANY

YASTE, ZENT & RYE AGENCY, INC.

*Katherine D. Conrad*

By:

*Donald Belbutski*  
DONALD BELBUTSKI

Attorney-in-Fact



# POWER OF ATTORNEY

Know all Men by these Presents, That the **FEDERAL INSURANCE COMPANY**, 15 Mountain View Road, Warren, New Jersey, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint Donald T. Belbutowski, Gerald A. Dahle, John J. Pikel and Diane T. Green of Fort Wayne, Indiana

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to-wit:

1. Bonds and Undertakings filed in any suit, matter or proceeding in any Court, or filed with any Sheriff or Magistrate, for the doing or not doing of anything specified in such Bond or Undertaking.
2. Surety bonds to the United States of America or any agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private; bonds to Transportation Companies, Lost Instrument bonds; Lease bonds, Workers' Compensation bonds, Miscellaneous Surety bonds and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
3. Bonds on behalf of contractors in connection with bids, proposals or contracts.

In Witness Whereof, the said **FEDERAL INSURANCE COMPANY** has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 1st day of January 19 85

Corporate Seal



Richard D. O'Connor

Assistant Secretary

FEDERAL INSURANCE COMPANY  
By

George McClellan

Assistant Vice-President

STATE OF NEW JERSEY  
County of Somerset

ss.

On this 1st day of January 19 85, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the **FEDERAL INSURANCE COMPANY** and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STATE OF NEW JERSEY  
County of Somerset

ss.

Acknowledged and Sworn to before me  
on the date above written.

Alice Leonard

Notary Public

CERTIFICATION

ALICE LEONARD  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 28, 1988

I, the undersigned, Assistant Secretary of the **FEDERAL INSURANCE COMPANY**, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and most recently amended March 11, 1983 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed."

I further certify that said **FEDERAL INSURANCE COMPANY** is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

I, the undersigned Assistant Secretary of **FEDERAL INSURANCE COMPANY**, do hereby certify that the foregoing Power of Attorney is in full force and effect.

Given under my hand and the seal of said Company at Warren, N.J., this 20th day of April 1989

Corporate Seal



J. Tomaso  
Assistant Secretary

# PRIMCO, INC.

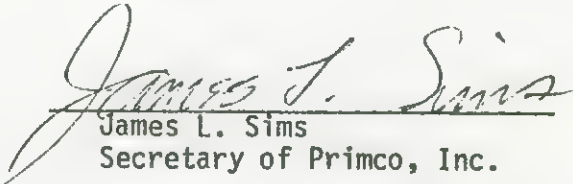
7107 SMITH ROAD, P.O. BOX 9782 • FT. WAYNE, INDIANA 46899-0782

(219) 478-1548

MINUTES OF A SPECIAL MEETING OF THE BOARD OF  
DIRECTORS OF PRIMCO, INC. HELD ON  
APRIL 22, 1988

At a special meeting of the Board of Directors of Primco, Inc. on April 22, 1988 the need for additional parties being authorized to sign contracts for the corporation was discussed. It was decided that Scott Fredrick as Office Manager is from now forward authorized to sign contracts for Primco, Inc.

There being no further business the meeting was adjourned.

  
James L. Sims  
Secretary of Primco, Inc.

ORIGINAL DESTROYED  
COPY INSERTED

6/10/88 



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION  
OF

PRIMCO, INC.

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above Corporation, in the form prescribed by my office, prepared and signed in duplicate by the incorporator(s), and acknowledged and verified by the same before a Notary Public, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in my office; and that the remaining copy of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the provisions of the INDIANA GENERAL CORPORATION ACT

as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.

In Witness Whereof, I have hereunto set my hand and affixed  
the seal of the State of Indiana, at the City of Indianapolis,  
this 24th day of

June 76

Larry A. Conrad  
LARRY A. CONRAD, Secretary of State  
By Susan E. Smith  
Deputy

CERTIFICATION OF BIDDER/VENDOR

AA/1

The undersigned, on behalf of PRIMCO, INC.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of PRIMCO, INC.  
\_\_\_\_\_, that PRIMCO, INC.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 20 day of APRIL, 1989.

PRIMCO INC  
(Name of Bidder/Vendor)

Scott Fredrick  
(Name and Title of Person Signing)  
SCOTT FREDRICK OFFICE MANAGER



Read the first time in full and on motion by Henry, seconded by Salinas, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock PM. E.S.T.

DATED: 5-9-89.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Mr. Zant, seconded by Salinas, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>5</u>	<u>1</u>		<u>3</u>
BRADBURY	<u>✓</u>			
BURNS		<u>✓</u>		
GIAQUINTA	<u>✓</u>			
HENRY				<u>✓</u>
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT				<u>✓</u>
STIER				<u>✓</u>
TALARICO	<u>✓</u>			

DATED: 5-23-89.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. A-77-89

on the 23rd day of May, 1989.

ATTEST  
Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

SEAL  
Charles S. Reed  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of May, 1989, at the hour of 11:00 o'clock PM. E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of May, 1989, at the hour of 6:00 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

*J-89-05-02*

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: AN ORDINANCE APPROVING THE AWARD OF REFERENCE NO. 1378 FOR ST. MARY'S RIVERGREENWAY PROJECT FOR PARK DEPARTMENT. THE COST REFLECTS THE MOST RESPONSIBLE VENDOR AND SHOULD BE AWARDED TO PRIMCO IN THE AMOUNT OF \$303,254.00.

EFFECT OF PASSAGE: CONSTRUCTION OF ASPHALT RIVERGREENWAY TRAIL AND BOARDWALKS IN FOSTER PARK TO VESEY AVENUE AND FROM SWINNEY PARK TO TAYLOR STREET WOULD COMPLETE PHASE 1 LINKING FOSTER AND SWINNEY PARKS.

EFFECT OF NON-PASSAGE: WOULD NOT BE ABLE TO LINK TOGETHER FOSTER AND SWINNEY PARKS AND GRANTS FROM STATE AND FEDERAL SOURCES WOULD BE LOST TO THE CITY OF FORT WAYNE.

MONEY INVOLVED: PRIMCO \$303,254.00

SOURCE OF FUNDING: PARK DEPARTMENT  
121-121-P280-4332

ASSIGNED TO COMMITTEE:



BILL NO. S-89-05-02

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN  
MARK E. GIAQUINTA, VICE CHAIRMAN  
BRADBURY, SCHMIDT, STIER

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the  
awarding of Reference #1378 by the City of Fort Wayne, Indiana,  
by and through its Department of Purchasing and PRIMCO, INC.  
for the Parks and Recreation Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~)~~XX~~ UNDER CONSIDERATION AND  
BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) (~~RESOLUTION~~) \_\_\_\_\_

DO PASS

DO NOT PASS

ABSTAIN

NO REC

*James S. Stier*  
*Mark E. Giaquinta*  
*Bradbury, Schmidt, Stier*

DATED: 5-23-89

Sandra E. Kennedy  
City Clerk